

CS308/21

SUMAN LATA Vs. VIKAS KUMAR AND ORS

23.05.2023

Present: Sh. Mohd. Zahid, Ld. Counsel with the Plaintiff.

Sh. P. K. Rai, Ld. Counsel for the defendant.

Heard arguments on the application under Order VII Rule 11, CPC, also on the application under Order VI Rule 17, CPC. Sh. Zahid submits that though, the relief sought with the propose amendment also includes relief of cancellation but the GPA and the Will, in question do not reveal any valuation for assessment of Court Fees on ad-valorem basis, however, the agreement to sell, dt. 29.04.1997, does mention a consideration amount of Rs.70,000/- and the other agreement, dt. 10.05.1995, involves consideration amount of Rs.50,000/-, and the plaintiff is not even signatory to these documents i.e. Conveyance Deed, dt. 27.06.2021, for a consideration of Rs.2,900/-.

However, keeping in view the law declared by the Hon'ble Surpeme Court of India in Suhrid Singh's case, when the plaintiff seeks relief of cancellation qua certain document, involving mandatory valuation/(s), then, even though, such plaintiff may not be a signatory but for obtaining a relief of cancellation, she becomes liable to pay Court Fees on advalorem basis.

Let the requisite Court Fees alongwith formal application and correct proposed amended plaint be placed on record with copy to other side, for further consideration on both the applications on **02.08.2023.**

(Sanatan Prasad)
Addl. District Judge-02 (East)
Karkardooma Courts/ 23.05.2023